

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE RAWLINS FIELD OFFICE

Section 42- Special Provisions

42.1-Cutting Areas are shown on Exhibit A3 and A4. As identified on the maps.

Unit	Acres	Sawlog (MBF)
1	16	195
2	2	24
3	4	49
4	15	182
5	21	255
6	44	534
Total:	102	1239

42.2-Logging/Yarding Plan –

A logging/yarding plan will be submitted by the Purchaser and approved by the BLM prior to any work being done on the sale. Yarding plan (skid trails) and associated landing construction will be designed to limit soil compaction to 15 percent or less of the area to be logged and the Wyoming Forestry Best Management Practices (BMPs) will be followed. Temporary roads and landings will be approved by the BLM.

42.3-Harvest Prescription –

Sanitation/Salvage – All trees, except designated leave trees, within designated unit boundary meeting merchantability specifications will be cut and removed. This includes live and dead lodgepole pine, dead Engelmann spruce, and live subalpine fir meeting merchantability specs.

Marking Guide: Boundaries will be marked with orange tree marking paint with one vertical stripe facing into the unit, and one stripe on either side of the tree. Boundary trees will also have a stump mark on the side of the tree facing into the unit. Merchantable boundary trees will be removed with the exception of bearing or witness trees.

Harvest & Slash Treatment: Whole-tree-skidding is required. Ideally, falling operations would be accomplished using a mechanical feller/buncher or similar equipment. Falling could be accomplished by hand as well. After falling, trees will be whole-tree-skid (including tops and limbs that don't break off) to a landing where the limbs will be removed and tops bucked off using a piece of equipment such as a harvester, stroke de-limber or other similar equipment.. Tops, limbs, and any other un-merchantable material would be piled, compact and dirt free, for later burning by the BLM.

Merchantability Specifications: For sawlogs, minimum piece size is an 8 foot log with a 6 inch top diameter that is 50 percent sound.

Merchantability Specifications (lodgepole pine, dead Engelmann Spruce, and subalpine fir)				
Product	Minimum DBH ^{1/}	Minimum Log Length	Minimum Top DIB ^{2/}	% Sound
Sawlogs (live and dead LP, live SF & dead ES)	7"	8'	6"	50
1/ DBH: Diameter at Breast Height 2/ DIB: Diameter Inside Bark				

42.4- Logging –

1. Logging is restricted from May 1st, through June 30th, due to wildlife stipulations which limit activities in the sale area. - Wildlife stipulations for, Elk Parturition May 1st -June 30th. No surface disturbing or disruptive activities will occur during this time period unless an exception has been filed with and approved by the BLM.
2. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of the Purchaser's written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A **pre-work conference** between the Purchaser's authorized representative and the BLM Authorized Officer's representative must be held at a location and time designated by the Authorized Officer before the logging plan will be approved.
3. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer of the date they plan to begin operations. They shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
4. No more than three units will be operated in at one time. Before a fourth unit is operated in, all work must be completed and accepted in one of the three open units.
5. All trees designated for cutting shall be cut so that the resulting stumps are not higher than twelve (12) inches measured from the ground on the uphill side of the tree.
6. **Slash Treatment** - All trees designated for cutting shall be:
 - a) Felled (either mechanically or by hand) and whole tree skidded to a designated/approved landing.
 - b) Trees will be processed at the landing where sawlogs will be decked and slash will be piled compact and dirt free for later burning by the BLM. Only material not meeting merchantability specifications will be in the piles.

- c) The use of a brush rake will be required during piling operations where slash is being pushed into a pile.
 - d) Any residual slash (tops, limbs, etc.) remaining on site and not in a burn pile will be lopped and scattered to a height of 24 inches or less above the ground.
 - e) Piles will be located at a minimum of 2 times the height of the pile away from standing trees and 100 feet from property boundaries.
7. All skidding shall be done with rubber tired skidder unless otherwise approved by the Authorized Officer.
8. No felling into, skidding, loading, or slash pile construction is permitted on private, state or US Forest Service lands.
9. The Purchaser shall locate skid trails as follows:
- a) Space major skid trails at approximately one hundred fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer. Minor (feeder) trails will be placed to minimize surface disturbance.
 - b) No skid trails are permitted in unstable areas, unless approved in advance in writing by the Authorized Officer.
 - c) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails at a thirty-five (35%) or less grade unless approved in advance by the Authorized Officer.
 - d) The Purchaser shall designate landings. All landings will be approved by the Authorized Officer's Representative prior to construction and use.
10. Skid trails will be rehabilitated by pulling in slash over the trails and re-seeding bare areas. If necessary water bars will be placed on highly disturbed portions of the trails to minimize runoff erosion.
11. During timber hauling operations, the Purchaser shall post logging traffic warning signs in accordance with State and Federal requirements.
- a) A speed limit for vehicles associated with logging operations may be implemented at the discretion of the authorized officer
12. Authorized officer reserves the right to prohibit hauling on weekends and federal holidays dependent on traffic. Weekends begin Fridays at 4pm and conclude Sunday at 11:59pm. Federal holidays include Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr's Birthday, and George Washington's Birthday.
13. No hauling will be allowed from 1:00pm Fridays through 11:00 pm Sundays from Sept. 10th-Nov 15th to allow for hunting traffic.

14. The Purchaser will not operate during saturated soil conditions to minimize resource damage (i.e. excessive rutting). If the BLM determines that resource damage is occurring, operations will cease until soil conditions approve. Any excessive rutting will be back-bladed or otherwise filled in to match the surrounding ground contour.
15. While performing harvest and hauling operations, the Purchaser shall follow all applicable State of Wyoming Forestry Best Management Practices (BMPs).
16. Cutting unit boundaries: Orange marked boundary trees meeting merchantability specifications are to be cut and removed after the adjacent interior of the unit is cut.
 - a) Damaged Trees: Any non-merchantable trees damaged as a result of the logging/harvesting operations will be felled and treated as slash as described above. A damage tree is defined as any tree leaning more than 10 percent, having 50 percent of the bark removed in terms of the circumference, or having the top or 50 percent of the limbs broken off.
 - b) All loads of timber coming off of BLM lands will be marked with BLM initials and the last four digits of the sale number with black paint on the rear of the load. The sale number for this contract is 2002.

42.5- Roads/Landings/Fences-

1. The Purchaser is limited to dry or frozen road conditions when transporting logs or heavy equipment to or from the contract area.
2. The location of temporary roads will be agreed to by the Purchaser's Representative and BLM. Temporary roads will be re-claimed when no longer needed. It is estimated that 0.5-1.0 miles of temporary road may needed to facilitate removal of the timber.
3. Any existing roads, as shown on the Sale Area Map, that require opening (i.e. due to being over-grown with regeneration, drainage structures, or closed due to wind-throw), will be closed using slash, ripping, or tank trapping, when they are no longer needed.
4. Landings and temporary roads on BLM lands will be re-contoured if necessary and seeded using Authorized officer approved species and Rates.
5. Road Access – Written approval for access over private, and state lands will be required before notice to proceed is issued.
6. All roads will be maintained in equal or better condition for the duration of the sale.
7. The BLM does not guarantee access into the contract area. Access to and from the contract area is the sole responsibility of the Purchaser. The Purchaser is responsible for any delays in contract performance due to access into the contract area. The BLM assumes NO responsibility or authority for access across private or non-BLM lands, and is not responsible to reimburse the Purchaser for any costs or extra work required by the landowner for access privileges.

8. Fences adjacent to or inside harvest unit(s) shall be protected. Any fences damaged as a result of contractors operations will be repaired by contractor at the contractors expense immediately.

42.6- Safety-

Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions. Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A2" Map.

42.7- Fire Protection –

1. In case of fire, the Purchaser shall immediately notify the Rawlins Dispatch Center
2. at (800) 295-9953 or call 911 and the BLM's Authorized Officer (307) 328-4200.
3. All active fire restrictions will be followed on BLM lands within this sale.
4. Primarily for purposes of fire prevention and control, the purchaser shall comply with the following:

A chemical fire extinguisher of at least eight (8) ounces minimum capacity and a size 0 or larger shovel shall be carried during periods high, very high, or extreme fire danger, by each falling crew and/or buckner using a power saw on the contract area. Such fire extinguisher shall be in good operating condition and shall be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area that has first been cleared of all flammable material. Each power saw shall be equipped with an exhaust system and a spark arresting device meeting State and Federal requirements.

Logging equipment, including tractors, trucks, yarders, loaders, skidders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least one (1) fire

extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A - 40BC, or greater and one (1) shovel, mounted so as to be readily available from the ground (where possible). All non-turbo charged logging equipment shall be equipped with an approved spark arrestor.

42.8- Noxious Weeds/Invasive Non-native Species (INNS) –

1. In order to prevent the spread of noxious weeds into the project area, the Purchaser and its sub-contractors shall be required to clean all off-road logging and construction equipment prior to entry on to BLM lands associated with the cutting units. The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, vegetative matter, and other such debris that could contain or hold seeds, when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.
2. Only logging and construction equipment cleaned as specified and inspected by the BLM will be allowed to operate within the project area. All subsequent move-ins of equipment to the agreement project area shall be treated in the same manner as the initial move in.
3. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
4. Unless otherwise agreed, the Purchaser shall give the BLM at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the BLM.
5. New infestations of noxious weeds, of concern to BLM and identified by either the Purchaser or BLM, on the Sale Area, shall be promptly reported to the other party. The Purchaser and BLM shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to BLM is available at each Field Office.

42.9- Log Export –

All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8 $\frac{3}{4}$) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product uses; (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three quarters (8 $\frac{3}{4}$) inches in thickness or less; (6)

shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5(n). The Participant is required to maintain and upon request to furnish the following information:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the last twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of the last export sale.
5. Volume of timber exported in the succeeding twelve (12) months from the date of the last export sale.
6. Volume of Federal timber purchased in the succeeding twelve (12) months from the date of the last export sale.

In the event an affiliate of the Participant has exported nonexempt unprocessed timber within twelve (12) months prior to purchasing or otherwise acquiring nonexempt unprocessed timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

42.10- Log Scale and Disposition Report–

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain, for a three-year period from the date of termination of the contract, the records of all sales or transfer of logs involving timber for the sale for inspection and use of the Bureau of Land Management.

42.11- Miscellaneous–

Cultural

- A. If any cultural values [sites, artifacts, human remains] are observed during operation of this lease/permit/right-of-way, they would be left intact and the AO notified. The AO would conduct an evaluation of the cultural values to establish appropriate mitigation, salvage or treatment. The Operator would be responsible for informing all persons in the area who are associated with this project that they would be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during construction, the Operator would immediately stop work that might further disturb such materials, and contact the AO.

Within seven (7) days after the operator contacted the BLM, the AO would inform the Operator as to: whether the materials appear eligible for the National Register of Historic Places; the mitigation measures the Operator would likely have to undertake before the site can be used (assuming in situ preservation is not necessary); and, a time-frame for the AO to complete an expedited review under 36 CFR 800.11 to confirm, through the State Historic Preservation Officer, that the findings of the AO are correct and that mitigation is appropriate.

The AO would provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the AO that the required mitigation has been completed, the Operator would then be allowed to resume construction measures. The Operator shall be responsible for informing all persons associated with this project that they shall be subject to prosecution for damaging, altering, excavating or removing any archaeological, historical, or vertebrate fossil objects or site. If archaeological, historical, or vertebrate fossil materials are discovered, the Operator shall suspend all operations that further disturb such materials and immediately contact the Authorized Officer. Operations shall not resume until written authorization to proceed is issued by the Authorized Officer.

The Operator shall be responsible for the cost of any mitigation required by the Authorized Officer. The Authorized Officer will provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the Authorized Officer that the required mitigation has been completed, the Operator shall be allowed to resume operations.

- B. If paleontological resources, either large or conspicuous, and/or of a significant scientific value are discovered during construction, the find would be reported to the AO immediately. Construction would be suspended within 250 feet of said find. An evaluation of the paleontological discovery would be made by a BLM-approved professional paleontologist within five (5) working days, weather permitting, to determine the appropriate action(s) to prevent the potential loss of any significant paleontological values. Operations within 250 feet of such a discovery would not be resumed until written authorization to proceed is issued by the AO.

The Operator would bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operation.

The Operator would be responsible for informing all persons associated with this project that they would be subject to prosecution for damaging, altering, excavating or removing any archaeological, historical, or vertebrate fossil objects or site. If archaeological, historical, or vertebrate fossil materials are discovered, the Operator would suspend all operations that further disturb such materials and immediately contact the AO. Operations would not resume until written authorization to proceed is issued by the AO.

Within five (5) working days, the AO would evaluate the discovery and inform the Operator of actions that would be necessary to prevent loss of significant cultural or scientific values

Threatened and Endangered Species

If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 on the contract area, the Purchaser shall immediately suspend all operations in the vicinity of the species location and

notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

Refuse

All trash and refuse on the contract area, must be removed from the contract area the same day that it was created.

Hazardous Materials

The Purchaser shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Purchaser shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the contract area or on the road(s) authorized for use under this contract. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of any reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

Reclamation

In order to reclaim temporary roads and landings, the contractor must reconstruct the landscape to the approximate original contour. Eliminate highwalls/berms, cut slopes, ruts, and/or topographic depressions on site, unless otherwise approved. BLM will evaluate the level of compaction and the need to reduce compaction to an appropriate depth (generally below the root zone).

*Use the seed pick list to establish proper vegetation communities.

Exhibit A1: Vicinity Map



Exhibit A2: Access Map

Hidden 160 Sale Access

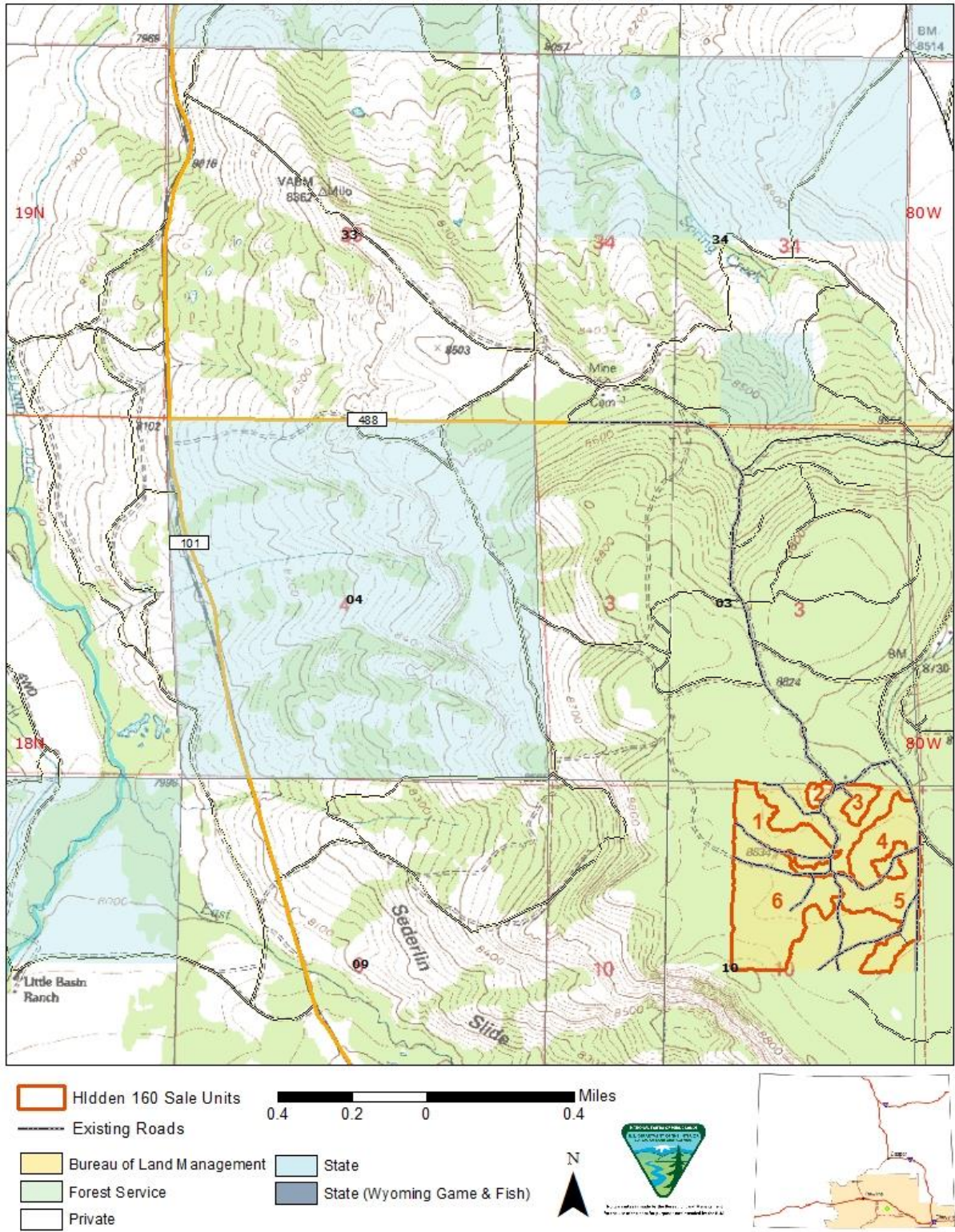


Exhibit A3: Area/ Unit Map

Hidden 160 Timber Sale Units



Hidden 160 Sale Units

Existing Roads

0.1 0.05 0 0.1 Miles



Exhibit B DRAFT- Using Appraisal Price for Example

Purchase Price

The purchaser agrees to pay the Government for the timber sold under this contract in accordance with the following schedule. The prices per measurement unit are subject to re-adjustment (See Section 9 of this contract). The purchaser will pay a lump sum based on the estimated volume times the Bid Price per Unit.

Product/Species	Type of Cost	Est. # of Units	Measurement Unit	Bid Price per Unit	Bid Price x Est. Number of Units
Lodgepole Pine Mix Sawlogs	Per Unit	1239	MBF	\$12.00	\$14,868.00

Merchantable Timber and Biomass

All timber which can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. Purchaser shall pay for same in accordance with Section 3 of this contract at the unit prices shown in II. (Above). *Biomass is all tops and non-merchantable logs which do not meet the minimum specifications below. Biomass may be sold on a separate 5450-1 Vegetative Sales lump sum contract.*

Species & Products	Minimum Log Specifications			Net Scale
	Length	Diameter Breast Height (DBH)	Small End Diameter (inside bark)	% Sound
Lodgepole Pine Mix Sawlogs	8 feet	7.0 inches	6.0 inches	50%

As stated in Section 42 of this contract, the Purchaser is responsible for all Truck Load Ticket Books assigned to the Purchaser for this contract. Refer to Section 41 of this contract for ticket reporting requirements and payments for individual lost Truck Load Ticket Books

Payments

When payments are made under Section 3, the following estimates of volumes of timber sold are made solely as an administrative aid for determining: (1) when payments are due, (2) value of timber subject to any special bonding provisions, and (3) other purposes specified in various sections of this contract.

Cutting Units		Estimated Values (\$)			
Area	Acres*	Volume/Acre MBF	Total Volume	Value/Acre	Total Value
		Sawtimber	Sawtimber		
Total	102	12.14	1239	\$145.68	\$14,868
1	16	12.14	195	\$145.68	\$2,340
2	2	12.14	24	\$145.68	\$288
3	4	12.14	49	\$145.68	\$588
4	15	12.14	182	\$145.68	\$2,184
5	21	12.14	255	\$145.68	\$3,060
6	44	12.14	534	\$145.68	\$6,408

*Note: All acreages and mbf/acre are rounded down to the nearest number

Installment	Cost	Est. # of Acres
1	\$2,000	Held for last installment/11
2	\$2,000	13
3	\$2,000	13
4	\$2,000	13
5	\$2,000	13
6	\$2,000	13
7	\$2,000	13
8	486.00	13
Total	\$14,868.00	102

Installments will be a minimum of 10% rounded to the nearest \$1000 See table above for 10% installment plan